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a clear statement of the law as it exists seems to be the dominating idea. And this has been very successfully done. If the decisions on any point are in harmony, the principle is given clearly and concisely. If, however, there is a seeming conflict among the cases, every endeavor is made to bring them into line along some general principle, and usually with good results; as, for instance, in formulating the rule that remedies may be changed by State legislatures provided that a substantial remedy is left.

Exceptions may perhaps be taken to certain things in the book, as, for example, to the use of the phrase "executory contracts" in Sect. 22, where it is said that "executory contracts may be cancelled." What is meant is that offers to make a contract or preliminaries to a contract do not bind the State; a statement which is undoubtedly true. But when the contract, even though executory, is once complete, it cannot be impaired by the State. Again, in Sect. 63 it is said that a grant by the State of the privilege of pursuing any business which is against public health and public morals is not a contract, and that a statute revoking the grant is not unconstitutional. What seems the correct explanation of the constitutionality of such a statute is given by the author himself in Sect. 72, where he makes the grant liable to the condition subsequent that the grantor may rescind if the public need requires.

The value of the book lies in its being the first work of any size upon the subject, in its general accuracy of statement, and in its reliable citation of cases. The value is enhanced by a full table of cases cited, and by a good index.

B. E.

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TALKS ABOUT LAW. [A Popular Statement of What Our Law Is and How it is Administered, by Edmund P. Dole. Crown 8vo. 516 pp. Boston and New York, Houghton, Mifflin, & Co. Riverside Press, 1887.]

This is not a law book. Its object is, rather, to take the place of many law books with the general reader, by combining in one work a brief and general statement of the origin and development of the law and of the mode in which it is administered by our courts. Treating of so broad a subject in so narrow a limit, the book must necessarily be unsatisfactory to the lawyer. To the non-professional reader, however, it affords an easy means of acquiring a general and cursory knowledge of the principles of the various branches of the law. It is a question if this object would not have been accomplished in a more satisfactory manner by omitting some of the more unimportant chapters, such as that on Pulpit and Pew, and by utilizing the space thus saved in a more careful explanation of the remaining subjects. The chapters on these side issues, however, such as that on the "Benefit of Clergy," are among the more interesting which the book contains. The repetition of New Hampshire cases and New Hampshire courts gives the work a somewhat local interest, which might well have been avoided in a book for the general reader.

M. C. H.

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THE NATIONAL REPORTER SYSTEM (published by the West Publishing Company, St. Paul, Minn.) has begun the publication of the American Digest, which gives a full and complete digest of the points decided in all the current cases reported in the various publications of

its system. To those who use this system (and the number is large) the digest will be of great value, as it will give references to the respective reporters in which the cases are reported in full. Of little less value will it be to those who, though making no use of the various reporters, nevertheless desire a concise statement of the various points decided by the State Courts of last resort and by the U. S. courts, long before they are incorporated in any regular digest.

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THE STUDENT'S KENT. [By Edward F. Thompson. Boston and N. Y., Houghton, Mifflin, & Co., Riverside Press, 1886. Sm. 8vo. 338 pp.] This little book of 350 pages gives, in a condensed form, the principles as laid down by Kent, with the modifications made since his time. It is as comprehensive as the original, and at the same time is so handy and well indexed that it can be of service to the active lawyer making a hasty search for elementary principles as well as to the young student just entering upon the study of the law.

H. M. W.

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#### BOOKS RECEIVED.

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AN ESSAY ON PROFESSIONAL ETHICS, by Hon. George Sharswood, LL.D. Fifth edition. 8vo. 182 pp. Philadelphia, T. & J. W. Johnson & Co., 1884.

THE PRINCIPLES OF THE LAW RELATING TO THE DISCHARGE OF CONTRACTS, by Robert Ralston, of the Philadelphia bar. 8vo. 60 pp. Philadelphia, T. & J. W. Johnson & Co., 1886.

THE LAW IN SHAKESPEARE, by Cushman K. Davis. St. Paul, West Pub. Co., 1884 (2d ed.). 8vo. 303 pp.